

INSPECTION AGREEMENT

House address and date

PARTIES TO THE AGREEMENT

Company

Heeley Home Inspections Inc.

138 McArthur Crescent

Guelph, ON N1L1S3

Client

Client(s) Name(s)

Total Fee: *Inspection Fee*

PLEASE READ CAREFULLY BEFORE SIGNING.

The Inspection of this property is subject to the Limitations and Conditions set out in this Agreement. It is important for the client(s) to understand that the inspection report is based on the limited visual inspection of the readily accessible features of the building. The Inspection is performed in accordance with the Standards of practice of the Canadian Association of Home and Property Inspectors. The inspection report is representative of the inspectors opinion of the observable conditions on the day of the inspection. Your attendance at the inspection is strongly recommended, as non attendance will limit your understanding of the true property condition. The inspection report is non transferable and is for the exclusive use of the client named above. No use of the information by any other party is intended.

LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

These Limitations and Conditions explain the scope of your Home Inspection. Please read them carefully before signing this Agreement. The purpose of your Home Inspection is to evaluate the general condition of a property. This includes determining whether systems are still performing their intended functions. There are limitations to the scope of this Inspection. It provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. You are advised to read and understand the written report before you make your final decision.

1. **INSPECTION NOT EXHAUSTIVE:** The Home Inspection provides you with a basic overview of the condition of the property. Because your Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive. The client acknowledges that, as a result of the limitations of a visual inspection, some detectable deficiencies may go unnoted in the inspection report. The client accepts these limitations.

If you have concerns about any of the conditions noted, please consult the text that is referenced in the report. Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be cosmetic or may indicate a potential structural problem that is beyond the scope of the Home Inspection. If you are concerned about any conditions noted in the report, we strongly recommend that you consult a qualified licensed contractor or engineering specialist. These professionals can provide a more detailed analysis of any conditions noted in the report at an additional cost.

The inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported.

2. **VISUAL INSPECTION:** A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, structure, plumbing and insulation that are hidden or inaccessible. Some intermittent conditions may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather conditions or when a specific tap or appliance is being used in everyday life. Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. Inspectors do not remove wall coverings, including wallpaper, or lift flooring, including carpet to look underneath. A Home Inspection is a sampling exercise with respect to house components that are numerous. Similar items such as bricks, windows and electrical receptacles will be inspected on a random sampling basis. As a result, some conditions that are visible may go unreported.

3. **THE INSPECTION IS NOT A BUILDING CODE OR BY-LAW COMPLIANCE INSPECTION.**

4. **MAJOR PROBLEMS:** The goal of the inspection is to identify existing major problems that are apparent on a visual inspection of the property. A listing of minor building flaws or minor repairs and maintenance items will not be provided, except as a courtesy, at the inspectors discretion.

5. ENVIRONMENTAL CONCERNS: The Inspection does not include hazardous materials that may be in or behind the walls, floors or ceilings of the property. This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based products, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fire proofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings. The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides or pesticides. The Inspector does not look for, or comment on, the past use of chemicals including chemical termite treatments in or around the property. The inspection report will also NOT address infestation by wood boring insects, rodents or vermin. The client acknowledges that it is necessary to retain specialists in such areas to identify and evaluate these types of risks.

6. AIR QUALITY: We are not responsible for, and do not comment on, the quality of air in a building. The Inspector does not try to determine if there are irritants, pollutants, contaminants, radon gas, or toxic materials in or around the building. The Inspection does not include spores, fungus, mold or mildew including that which may be concealed behind walls or under floors. You should note that whenever there is water damage, there is a possibility that visible or concealed mold or mildew may be present unseen behind a wall, floor or ceiling. If anyone in the home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens.

7. BURIED STORAGE TANKS: Your Home Inspector does not look for and is not responsible for, fuel oil, septic or gasoline tanks that may be buried on the property. If fuel oil or other storage tanks remain on the property, you may be responsible for their removal and the safe disposal of any contaminated soil. If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

8. LIMITED LIABILITY: Heeley Home Inspections Inc. and its employees are limited in liability to a refund of the fees that you have been charged for this inspection or \$1,000 (whichever is greater) in the event that the Client or any third party claims that the Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report, for any breach or claim for breach of this Visual Inspection Agreement or for any other reason or claim. The inspection report is provided solely for the benefit of the Client and may not be relied upon

by any other person. The Client shall not rely on any other inspection report prepared at any time by the Inspector that is not prepared for or addressed to the Client.

9. NO GUARANTEES OR ASSUMPTION OF RISK: The inspection report is representative of the inspectors opinion of the observable conditions on the day of the inspection. The Inspection and report are not a guarantee, warranty or an insurance policy with regards to the property. Neither the inspector nor the inspection firm will assume any risks related to this home's future performance, or lack thereof. In the event of a problem or conflicting opinion, the client acknowledges that they are obliged to contact Heeley Home Inspections Inc. immediately to arrange a site visit. We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced, or otherwise changed before we have had a reasonable period of time to investigate.

10. THE INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND.

11. COST ESTIMATES: Cost estimates that may be provided in the report are guideline only. They are based on the most cost effective solution to address the problem and will not include betterment. The inspector is not responsible for the cost of replacement or repair. It is recommended that the client obtain at least three cost estimates from qualified specialists before finalizing budgets for any work.

12. LIMITED VISUAL POOL INSPECTION: The limited visual pool inspections objective is to determine if the pool and related equipment may benefit from a more thorough inspection by a qualified pool specialist. The pool inspection is performed in accordance with the Standards of Practice of the American Society of Home Inspectors for Residential Swimming Pool & Spa Inspections. The scope of our inspection includes a limited visual inspection of the pool electrical system, primary circulation system, pool barrier system, the pool interior surface and surrounding deck. We do not dismantle components such as filters, pumps and heaters. We do not test water chemistry. We do not test or operate pool heaters, cleaning systems, control valves, chemical injectors or similar components.

13. INFRARED TECHNOLOGY cannot see through walls but rather measures surface temperature using infrared radiation. Infrared is limited by the environmental conditions during the inspection. The use of the infrared camera is at the discretion of the inspector.

I/we have read, understood, and accepted the above Limitations and Conditions of this Home Inspection. I/we also understand that legal liability of the inspector, the company and its agents for damages, arising from action or inaction, however caused is limited to a refund of the fees that you have been charged for this inspection or \$1,000, whichever is greater.

I/we authorize Heeley Home Inspections Inc. to distribute copies of the Report to the real estate agent(s) directly involved in this transaction, who are not designated beneficiaries of the Report, intended or otherwise.

I hereby authorize the inspection of this property having read and understood this agreement:

Please enter your First and Last Name here _____

- I have read, understood and accept the terms of this agreement.
- I do not accept the terms of this agreement.